Hearing Examiner Sharon A. Rice

BEFORE THE HEARING EXAMINER
FOR THE CITY OF REDMOND

In the Matter of the SEPA Appeal of **WPDC CLEVELAND, LLC** of approved Building Permit BLDG-2016-09802/BPLN-2016-02092 authorizing alterations to the structure at 16390 Cleveland Street, Redmond	File Nos: BLDG-2016-09802 BPLN2016-02092 **APPELLANT WPDC CLEVELAND, LLC'S PRE-HEARING BRIEF**

I. SUMMARY

This prehearing brief is not intended to be an exhaustive analysis or discussion of the issues or a point-for-point rebuttal of the Staff Report. Rather, it is intended to provide a higher level framework for the Hearing Examiner to use to focus in on the key issues and details for the hearing. Appellant has thoroughly briefed the issues on summary judgment and submits that the same analysis set forth there applies here and asks that the Hearing Examiner re-read the summary judgment briefing prior to the hearing and prior to issuing a decision as the issues of material fact will have been resolved.

On a general level, the entirety of this appeal boils down to three simple questions: (1) What, if any, nonconforming rights run with the old warehouse on the Project site?; (2) What is the value of the proposed improvements?; and (3) What is the correct process for reviewing and approving what is essentially a wholesale makeover—inside and out—of a

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65-year-old storage building? There is also, implicitly, a fourth question: Why does this matter?

Apart from the simple answer that everyone should be required to follow the rules, the answer to the fourth question is apparent, when one considers the consequences to Appellant and the community that will result if the Decision is not reversed or modified with conditions. By not following the correct permit process, including public notice and an opportunity to comment, the City processed and approved the permits based on incomplete and inaccurate information. Consequently, the City granted nonconforming parking rights that never existed or, at best, were long-since abandoned, placing an immediate burden on Appellant and the community to provide parking for the Project in an area with a well-documented parking deficiency and traffic congestion. The City compounded the issue by accepting Applicant's ever-changing, incomplete and unsupported cost-estimates, further depriving the community of parking, long-planned and needed frontage improvements as well as basic exterior design features required of Appellant and all other property owners in Redmond's Old Town.

Per RZC 21.76.070.B.3.c., "The burden of proof for demonstrating that the application is consistent with the applicable regulations is on the proponent. The project application must be supported by proof that it conforms to the applicable elements of the City's development regulations and the Comprehensive Plan, and that any significant adverse environmental impacts have been adequately addressed." Applicant has not met its burden on the three basic issues: there are no nonconforming rights, and the value of the improvements to-date already exceed various process thresholds.

On appeal, the petitioner bears the burden of proof to show an error. *See* Hearing Examiner Rules of Procedure (ROP) VIII.E.1. Per RZC 21.76.060.I.4., The Hearing Examiner shall accord substantial weight to the decision of the department director (Type I) or Technical Committee (Type II) . . . [and] may grant the appeal or grant the appeal with

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modifications if the Examiner determines that the appellant has carried the burden of proving that the Type I or II decision is not supported by a preponderance of the evidence or was clearly erroneous." At the hearing, Appellant will establish that there are no non-conforming parking rights and that the Project—however sliced—exceeds the various cost thresholds in the code, triggering both additional improvements and process requirements.

Appellant respectfully requests that the Hearing Examiner grant this appeal, reverse the Decision or, in the alternative, modify the Decision with curative conditions that require parking and other improvements required by code. Appellant will submit proposed curative conditions at the close of the hearing, based on the record at that time.

II. FACTUAL CHRONOLOGY

To resolve the basic factual issues, Appellant believes the following chronology of facts will provide a helpful roadmap for the Hearing Examiner to use at the hearing:

- 1952 – Building on site constructed for storage; building has interior loading area for vehicles and raised platform / floor area for storage; no plumbing, insulation 1952-1999 – Building used as accessory storage and for retail sales for T&D Feeds manufacturing and retail sales complex on other side of Cleveland Street

- 1969 – Aerial photograph of Project site and T&D Feeds manufacturing and retail sales complex shows two vehicles parked with room for four more on T&D Feeds property in front of retail store and loading area with two trucks

- ***1999 – T&D Feeds retail store closes, and underlying property along with portion of property formerly occupied by manufacturing building is sold separately from Project site and building***

- 1999-2006 – Project site and building are vacant

- 2006 – Rain City Development LLC purchases Project site

- 2007-2011 – T&D Feeds retail store building remains on property across Cleveland Street but is vacant and former manufacturing building has been removed

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- 2007 – Aerial photograph shows seven vehicles parked on T&D Feeds property, including four in front of store and space for two more vehicles in front of store

- 2009 – Aerial photograph shows one vehicle parked on T&D Feeds property in front of store and space for five more vehicles in front of store

- 2009 – Rain City Development LLC brings quiet title action against former owner of Appellant's property; pleadings confirm Project site and building have been empty since 1999

- ***2011 – City passes Ordinance No. 2584, adopting Redmond Zoning Code Title 21, including non-conforming use / structure provisions at issue in this appeal***

- 2012 – T&D Feeds retail store removed; former T&D Feeds retail and manufacturing complex bare land

- 2013-2015 – T&D Feeds property redeveloped with Elan mixed-use project

- 2007-2015 – Rain City Development LLC makes inquires to City about leasing / improving Project site and building and City responds to code violations for use of building for auto repair and storage – City states any retail use will be change of use and require building to be brought up to code

- ***2012-2017 – Rain City Development leases Project site and building to Reparatur LLC, which entity conducts auto repairs and storage in the building***

- Summer 2016 – Applicant makes initial inquiries to City about change of use of Project site and building from warehouse to retail

- Fall 2016 – Applicant obtains appraisal setting building value at $250,000 and values proposed improvements ("renovation budget") at $235,000

- Fall 2016 – Rain City Development LLC sells Project site and building to Applicant

- December 2016 – Applicant submits building permit and change of occupancy / use application to City

- January - February 2017 – City informs Applicant that building permit cannot be approved as it has exterior modifications that will require a land use permit; Applicant crosses-out exterior improvements (doors, windows, etc.) and City approves building permit for interior improvements only

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- March 2017 – Appellant files appeal
- April 2017 – Applicant attends Design Review Board meeting; City Staff acknowledge permit processing issues and need for updated cost estimate for improvements; Applicant withdraws land use permit application
- May 2017 – City approves revised building permit with exterior modifications without requiring land use permit review or compliance with Design Guidelines
- July 2017 – Applicant submits May 21, 2017 invoice from Wayne Construction showing $205,000 in improvements as of that date; invoice does not include all work done or that will be done for building

The ***italicized / bold*** items in the chronology above represent key dates and events, for purposes of determining non-conforming rights.

III. LEGAL FRAMEWORK

This appeal largely focuses on code interpretation and Washington's law of non-conforming rights. Appellant provides the following legal framework and discussion to assist the Hearing Examiner in the analysis.

A. Code Interpretation Principles

Under Washington law, local ordinances are interpreted the same as statutes, and the interpretation of "a municipal ordinance . . . is a question of law[.]" *City of Gig Harbor v. North Pacific Design, Inc.*, 149 Wn. App. 159, 167, 201 P.3d 1096 (2009), *review denied*, 166 Wn.2d 1037, 217 P.3d 783 (2009)(internal citations omitted).

Reviewing bodies "construe zoning ordinances as a whole and reject any unreasonable construction. [The] primary purpose in interpreting a zoning ordinance is to ascertain the legislative intent. If the language is unambiguous, [the reviewing body will] rely solely on the statutory language. When a statute or ordinance is unambiguous, construction is unnecessary because the plain meaning controls." *Id.*

In the present matter, two additional fundamental rules of statutory construction are pertinent: (1) the legislative body (*i.e.*, the City Council) "is presumed to know the statutory

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scheme at the time it decides to amend it," and (2) the City Council's use of different terms in the code is presumed to have different meaning for such terms. *Id.* at 175, 183 (holding Gig Harbor's Hearing Examiner erred as a matter of law by ignoring code's "plain language meaning" and using similar but distinct terms "interchangeably").

Finally, in applying and enforcing, local administrative staff is strictly bound by the authority delegated to them through the plain, express language of the municipal code. *See, e.g., Graham Neighborhood Ass'n v. F.G. Assocs.*, 162 Wn. App. 98, 117-18, 252 P.3d 898, *review denied*, 172 Wn.2d 1024, 268 P.3d 225 (2011). By statute, local governments have "the authority to determine when land use applications are complete and how such applications must move forward," and the administrative processing of land use applications must be consistent with a local government's adopted codes. *See id.* (holding staff erred and exceeded authority by "reviving" expired application "in the absence of any discernable process and in the complete absence of public notice and hearing"); *see also* RCW 36.70B.050, .060, .110 & .120. Municipal staff cannot process permits through "unwritten" or "unpublished informal policy," as such a process is "an invalid delegation of power." *See Biermann v. City of Spokane*, 90 Wn. App. 816, 822, 960 P.2d 434 (1998), *review denied*, 137 Wn.2d 1004 (1999)(holding hearing examiner's reliance on staff's "unwritten policy" was improper).

B. Nonconforming Rights Code Provisions and Case Law

The City's code regarding the Abandonment of Rights to Nonconformities, RZC 21.76.100.F.7., provides:

a. All rights to a legal nonconforming use are lost:

i. If the use is changed, or

ii. If the use is abandoned for 12 months, or

iii. If the structure housing the nonconforming use is demolished or **rebuilt** as defined in RZC Article VII, Definitions, except as

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provided in RZC 21.76.070, Land Use Actions and Design Criteria.

b. All rights to nonconforming parking shall be lost if the primary structure on the lot is **demolished** or **rebuilt** as defined in RZC Article VII, Definitions. Rights shall not be lost if a building is merely vacated for less than one year.

(Underlining added.)

Per RZC Chapter 21.28, "Demolish" means "To remove more than 50 percent of the exterior walls of an existing building or structure, as measured by the linear length of the walls. Windows, doors, and/or deteriorated wall sections are all considered part of a wall," and "Rebuild" means "To undertake construction within and/or on an existing building which has a valid construction permit with construction value **greater than 50 percent** of the replacement cost of the existing building being rebuilt. The permit value is valid for a 12-month period beginning on the date of permit issuance." (Underlining added.)

The code does not define "primary structure," but it provides the following definition for "Accessory Structure": "A detached, subordinate structure, the use of which is clearly incidental and related to that of the principal structure or use of the land, and which is located on the same lot as that of the principal structure."

Under the plain language of the code, the building on the Project site is being "rebuilt." Applicant's own May 21, 2017 invoice indicates that ate least $205,000 has been spent, which is 82% of the value of the $250,000 "replacement cost of the existing building." *See id.* Applicant provided an appraisal to the City in the fall of 2016, which stated that the value of the renovations would be $235,000—94% of the replacement cost of the existing building.

The City's effort to bootstrap nonconforming parking rights from the old T&D Feeds store is also unavailing under the code's plain language. The old T&D Feeds store was apparently the primary or principal structure purported to provide "retail" non-conforming rights to the Project site's building. After sitting vacant for 12 years or more (more than the

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12 months in the code), the old T&D Feeds structure was demolished and replaced with a brand new mixed-use project. The "accessory" warehouse on the Project site sat empty from 1999 to at least 2012, when it was leased by Reparatur LLC—again, more than 12 month—and a change of use to personal auto repair and storage. There are no nonconforming retail rights associated with the Project site or building.

Our state's common law of non-conformities requires the same result. As well-explained by our State Supreme Court in *Outdoor Babtist Church v. Clark County*,

> Nonconforming uses are disfavored under the law. The policy of zoning legislation is to phase out a nonconforming use. Where a nonconforming use is in existence at the time that a zoning ordinance is enacted, and thus allowed to continue, it cannot be changed into some other kind of a nonconforming use.

140 Wn.2d 143, 150, 995 P.2d 33 (2000)(internal citations and quotations omitted). In *Outdoor Baptist Church*, the appellant church had used the property at issue as a church from 1990 until 1995, when the County served it with a notice of violation for not having a permit as the church was not a permitted use in the zone. *See id.* at 145-46. "The building, which is located on the property, had originally devoted to church purposes, been had been used as an art school from 1978 until first occupied by Open Door [in 1990]." *See id.* at 145. The County determined that "the right to use the [subject property] for a church as a nonconforming use expired when the [subject property] was *not used as a church* from 1978 to 1990." *See id.* at 146 (italics in original).

In affirming Clark County's decision, the Supreme Court held: "Thus, even though the property in question in this case was originally used as a church, it had been an art school for 12 years prior to Open Door's purchase of it in 1990. Whatever original nonconforming use status it may have once enjoyed could not be passed along to Open Door." *Id.* at 151.

Similarly, here, ever were one to assume that the Project site and building were used as an accessory storage and retail use in conjunction with the T&D Feeds store, any rights

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associated with such use were extinguished with the 1999 closure and separate sale of the T&D Feeds property and building, which then sat empty until it was torn down in 2012. That fact that the Project site building itself sat empty until it was leased in 2012 by Reparatur LLC underscores this result. The City and Applicant cannot claim nonconforming rights linked to the T&D Feeds store more than a decade-and-half after it closed, was sold and later demolished.

Washington case law is also determinative on the issue of what "use" of a property establishes nonconforming rights and when such rights are established. "A nonconforming use is defined in terms of the property's lawful use established and maintained at the time the zoning was imposed." *Miller v. City of Bainbridge Island*, 111 Wn. App. 152, 164, 43 P.3d 1250 (2002)(quoting *Meridian Minerals Co. v. King County*, 61 Wn. App. 195, 207, 810 P.2d 31 (1991)). Thus, the determinative date is the date upon which the ordinance at issue was enacted—here, April, 2011—, and the nonconforming rights relate only to the actual use of the subject property on the date of such enactment—here, an empty warehouse. *See id.* As with the *Outdoor Baptist Church* case, the *Miller* case is instructive.

In *Miller*, the property owner acquired an old commercial building that had initially housed a strawberry processing plan in the 1930s and 1940s and was converted to a concrete supply business in the early 1960s until the concrete supply business closed in 1973. *See id.* at 155-56. In 1969, the City enacted a new zoning code and rezoned the subject property to residential, at which time the property's "then-current uses became legal nonconforming used." *See id.* at 156-57. In 1975, a new owner acquired the subject property and converted it to office and warehouse uses, and in 1996 a new owner sought to use the property for office/professional uses. *See id.* at 157-59. However, the building burned down in 1998. *See id.* at 160.

Following the fire, the new owner sought to rebuild based on the nonconforming uses established between 1975 and 1983; however, the City asserted that the legal nonconforming

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use was the concrete supply business established in 1969 and that any rights associated therewith had lapsed. *See generally id.* The appellate court affirmed the City's decision, based on the following:

> Neither side disputes that the cement plant was a non-conforming use established when the zoning code first [applied to the subject] property in 1969. It is also undisputed that the concrete casting business discontinued in 1973 and was never resumed. At the hearing, the initial burden was on Miller to prove his use at the time of the fire was a lawful nonconforming use in 1969. Substantial evidence in the record clearly supports the hearing examiner's determination that Miller failed to sustain his burden on this issue, and it is affirmed. The relevant date for determining the initial nonconforming use was 1969, when the zoning code was enacted. But at the time of the fire in 1998, that legal nonconforming use had been discontinued for 25 years. . . .

Miller, 111 Wn. App. at 165 (holding lawfully established nonconforming use was concrete casting supply business in 1969).

Here, the City enacted RZC Title 21 in April 2011. At that time, the warehouse building on the Project site was vacant, and the T&D Feeds store had been closed for 12 years. The actual use, at most, in 2011 was "warehouse" or "storage" use; there is no evidence (speculative or otherwise) of any retail activity on the Project site or associated with the building on the Project site in 2011 or during the preceding 12 years. "A nonconforming use is defined in terms of the property's lawful use established and maintained at the time the zoning was imposed." *See id.* at 164. For purposes of RZC 21.40.010.C.1.a e. and RZC 21.76.100.F.7., there is no question that there is a change of land use occurring here that—in addition to the Project adding leasable floor area and exceeding the "rebuilt" cost threshold—extinguishes any nonconforming parking rights. The City and Applicant cannot establish any retail-related nonconforming rights as of that date as a matter of fact or law anyway, so the Decision should be reversed or modified with conditions.

Finally, as well-briefed on summary judgment, the code clearly states that Design

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Review is required for "all applications requiring a building permit for exterior modifications . . .': the $50,000 threshold only determines whether an applicant must go before the Design Review Board or through Administrative Design Review. *See* RZC 21.76.020.E.2.&3. And the $50,000 threshold is for the *entire permit*, not just the exterior modifications. *See id.* For some reason, the Staff Report is bereft of the provisions on which the City relies, so Appellant provides the all of the relevant language in RZC 21.76.020.E.2.&3. for the Hearing Examiner's convenience:

> 2. Applicability. Compliance with RZC Article III, Design Standards, shall be required for all applications requiring a building permit for exterior modifications, new construction and signs, projects requiring a Level II or III Certificate of Appropriateness, and any private or public development within the Shoreline Jurisdiction. The following are exempt from this requirement:
>
> > a. One- and two-unit residential structures unless the structure is a historic landmark; and
> >
> > b. Tenant improvements not associated with a historic landmark or not encompassing modifications to the exterior of an existing building.
>
> 3. Review Authority.
>
> a. The Design Review Board shall have design review authority over all applications not exempt under subsection E.2 above that require a building permit and that have a total valuation of $50,000 or more, except for the following:
>
> > i. Signs (other than sign programs); and
> >
> > ii. Commercial buildings located within the Industrial (I) zone, unless the site is located in areas of high public visibility such as arterials.
>
> b. The Landmarks and Heritage Commission shall have design review authority over designated historic landmarks as outlined in RZC 21.76.060.H, 21.76.060.J, and 21.76.060.M.
>
> c. The Administrator shall have design review authority on all building permit applications that have a total valuation of less than $50,000 and are not specifically exempt from design review in subsection E.2 above.
>
> d. For projects reviewed by the Administrator that are not in compliance with

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> the applicable design standards, the Administrator may refer the application to the Design Review Board for consultation. For Level I Certificates of Appropriateness, the Administrator may consult with or use the authority of the King County Historic Preservation Officer or other preservation expert with similar qualifications.
>
> 4. Procedure. Design review requiring review and decision by the Design Review Board shall be conducted as provided in RZC 21.76.060.G.

(Underlining added.)

In sum, the City simply reads words into and out of the code in an effort to let Applicant avoid a Type II process that, had it been followed, would have shed light on basic issues early on and avoided the need for this appeal. Once Applicant revised the building permit to reincorporate (with interior and exterior changes) the proposed exterior modifications to the building, Applicant was required to obtain an Administrative Modification per RZC 21.76.090.D., which also would have required a Type II public process that would have helped to avoid this appeal. This did not occur, so the Decision should be reversed and the project subject to Design Review and (at a minimum) the Administrative Modification review process.

IV. GENERAL RESPONSE TO STAFF REPORT

With regard to the Project site and building's history, the City and Appellant more or less concur about the facts as set forth above. The City, for example, sets forth a similar chronology; however, the City interjects two nuances unsupported by the evidence.

First, the City asserts that some nominal, unsubstantiated retail activity occurred on the Project site, claiming "Goods like hay bales, bags of seeds, and wheelbarrows were stored and sold out of this building." *See* Staff Report at 4. Based on this unsubstantiated assertion, the City the finds and concludes that "because the existing building/property was used for General Sales and Services for the former retail business of T&D Feeds—prior to closure of that business, the 'land use' of the building/property is General Sales and Services—as it had been for many decades." *See* Staff Report at 4 (Finding No. 1) and 16

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(Summary). Throughout the Staff Report, the City variously characterizes the old warehouse as being used as "accessory storage and retail sales" or an "accessory building" for the retail business of T&D Feeds formerly located across Cleveland Street from the Project site. *See, e.g., id.* at 4, 7.

The City's assertion of retail use contradicts written statements by Staff over the past decade that confirm that the Project site and building have never been used for retail—the building was built for storage and used, at best, for storage of goods sold by an offsite retailer. This assertion, however, is factually insufficient as a matter of law (see discussion below) to provide non-conforming "General Sales and Service" use rights, as such use was nominal at best and was discontinued and abandoned as matter of law 12 years prior to the adoption of the codes at issue, Redmond Zoning Code Title 21. To wit: RZC 21.76.100.F.7., Abandonment of Rights to Nonconformities, states in relevant part:

> b. All rights to nonconforming parking shall be lost if the primary structure on the lot is demolished or rebuilt as defined in RZC Article VII, Definitions. Rights shall not be lost if a building is merely vacated for less than one year.

(Underlining added.) There is no dispute that the "primary structure" upon which the City relies for retail use was the T&D Feed store, which was empty from 1999 to 2011 and demolished in 2012. Moreover, as explained below, the building on the Project site is being rebuilt, per RZC 21.78.

Second, despite the clarity of the 1969 aerial photo (below) and aerial photographs as recent as 2007 and 2009, the City claims "there was no on-site parking for any of the T&D Feeds buildings." *See* Staff Report at 4, 7. Admittedly, the King County aerial photographs with parcel lines superimposed are imperfect, due to the angles of the photographs, shadows, *etc.* But the photographs clearly show a strip of parking spaces in front of the old T&D Feeds retail building (circled in red below) that is outside of the

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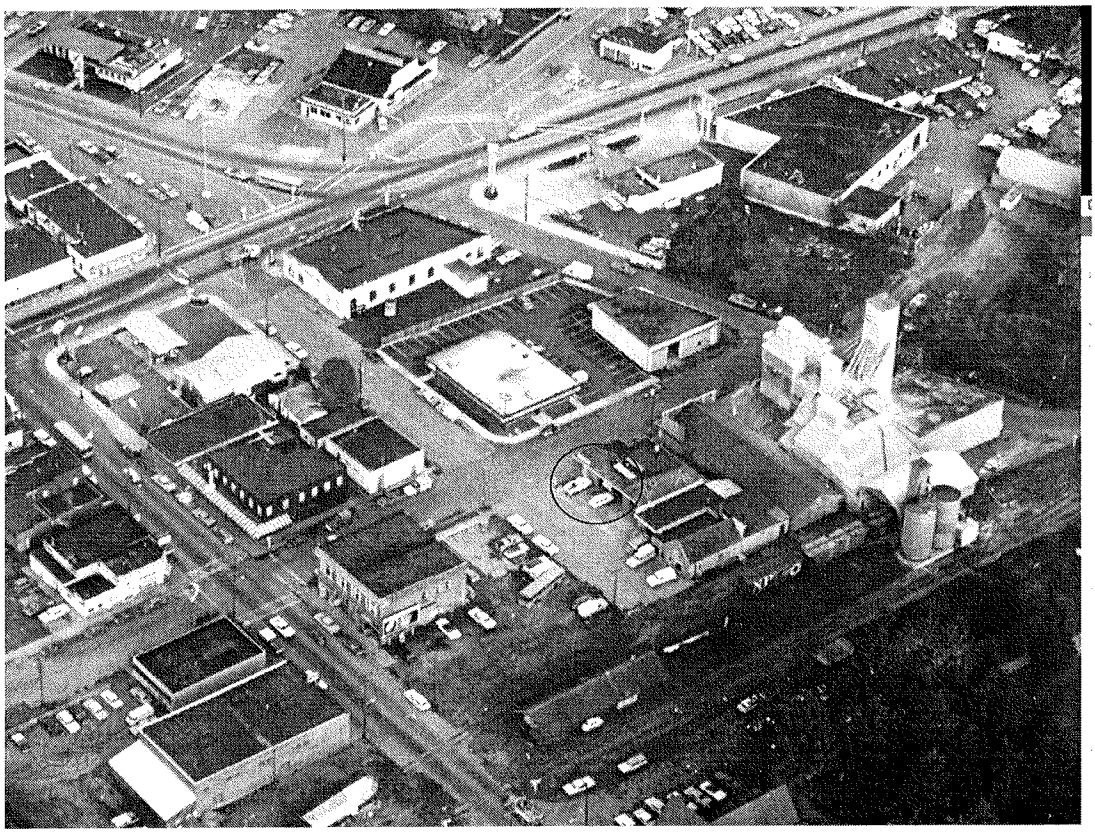
Gilman Street right-of-way as well as additional parking on the east side of the old T&D Feeds retail building not visible in the 1969 photograph due to its angle.



The simple exercise of placing a straight-edge along the easternmost edge of the Gilman Street crosswalk over Cleveland lined up with the westernmost edge of the roofline of the T&D Feeds structure south of the retail building confirms that at least six off-street parking spaces served the T&D Feeds store from 1969 until it closed in 1999. Whether the City is correct does not change the fact that all non-conforming rights were terminated in 1999, but this fact underscores the fact that the non-conformity is being increased significantly and that the non-conforming parking was created through the closure, separate sale, demolition and redevelopment of the T&D Feeds complex.

On the issue of the value of the improvements, Applicant's own May 21, 2017 partial invoice confirms at least $205,000 of improvements had been billed as of that date,

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including $40,000 of exterior improvements. Significant items approved by the City remain to be installed. The existing building is (over)valued at $250,000; half of that value is $125,000. For purposes of frontage improvements and some non-conforming rights, the Hearing Examiner will need to resolve the issue of whether at least another $45,000 of total improvements, including another $10,000 of exterior improvements, has already been incurred or will be incurred in completing the proposed improvements.

However, for purposes of the RZC Chapter 21.78 definition of "rebuild," Applicant has already confirmed through the $205,000 May 21, 2017 invoice (and its own $235,000 renovation estimates provided to its appraiser in October 2016) that—contrary to Finding No. 5 in the Staff Report—"the value of the construction permits . . . [has] exceed[ed] 50% of the value of the building" for purposes of RZC 21.76.100.7a.iii.&b. This fact alone means that the Decision must be reversed or modified with a condition insofar as it relates to the City's failure to require Applicant to provide at least six parking spaces for the more or less 3,000 square feet of leasable floor area, whether the use is "General Sales and Services" or "Marijuana Retail Sales."

With these basic facts and arguments in mind, the City's point-by-point discussion of Appellant's appeal issues is readily rebutted. The City addresses applicants assertion in serial fashion, referring to them as Assertions 1 through 14. The Staff's responses to Assertions 2 through 10, 12, 13 and 14 are predicated on the City's argument that "change of occupancy" doesn't mean "change of use" and the City's conclusion that the Project site and building are deemed to have "General Sales and Service" use from the former association with the T&D Feeds store. As set forth above in the Legal Framework / Discussion, "use" means what the Project site and building were actually uses for in April 2011, not some tortured word play based on the International Building Code. A duck is a duck: converting the warehouse to a retail space is a change of use.

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The City's responses to Assertions 1, 10 and 11 are based on the City's erroneous assumption that the land use permit process (Site Plan Entitlement or Administrative Modification) thresholds haven't been met, because the value of the exterior improvements is lower than $50,000.Design Review and land use permits.

Appellant will address the marijuana issues at the hearing as additional public records to-be-produced are anticipated to shed light on the actual status of such use in the building.

V. CONCLUSION

There is a well-established legal principle that one cannot accomplish indirectly what one cannot accomplish directly. *See, e.g., Smith v. Orthopedics Intern., Ltd., P.S.*, 170 Wn.2d 659, 244 P.3d 939 (2010). This rule is particularly apt here. There are no nonconforming parking or "retail" rights associated with the Project site or building, the value of the improvements to-date is already over 80% of the replacement value of the existing building and likely much higher, and Applicant should have gone through the Site Plan Entitlement process and Design Review. The Decision was issued in error. Appellant respectfully requests that the Hearing Examiner reverse the Decision or, alternately, modify the Decision with curative conditions that ensure that Applicant obtains the necessary Site Plan Entitlement permit, Administrative Modification permit, undergoes Design Review and provides not less than six code-compliant parking spaces bicycle parking, a loading space and required frontage improvements.

Dated this 12th day of July, 2017.

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By: _____

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CERTIFICATE OF SERVICE

I, the undersigned, hereby declare under penalty of perjury, under the laws of the State of Washington, that the following is true and correct:

That on July 12, 2017, I caused to be served by e-mail transmission *Appellant WPDC Cleveland, LLC's Pre-Hearing Brief* and this *Certificate of Service* to the following counsel:

Attorney Vicki Orrico, Orrico@jmmlaw.com

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And to the Office of the Hearing Examiner in care of:

Cheryl D. Xanthos, cdxanthos@redmond.gov

Dated this 12th day of July, 2017.

Aaron M. Laing

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